

FILED

JUL 19 2007

COURT, U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION

J. LEE MILLIGAN, INC.,

§

Plaintiff,

§

v.

§

CIC FRONTIER, INC.,

§

Defendant.

§

2:06-CV-207-J

VERDICT OF THE JURY

We, the jury, have unanimously agreed to the answers to the attached questions and return such answer in open court, and under the instructions of the Court, as our verdict in this cause.

Mavis Myers

FOREPERSON

July 19 2007

DATE

Question No. 1

Did J. Lee Milligan, Inc. fail to perform a term or condition of Sales Order 1347 by failing to have a payment in Muskogee within ten days of the invoice date?

Answer "Yes" or "No."

ANSWER: NO

Question No. 2

Was performance of Sales Order 1347 excused for being commercially impracticable as commercial impracticability is defined in the Charge to the Jury?

Answer "Yes" or "No."

ANSWER: No

Question No. 3

Did CIC Frontier, Inc. breach Sales Order 1347 by notifying J. Lee Milligan, Inc. that it would not deliver further asphalt for the Gray County contract?

Answer "Yes" or "No."

ANSWER: Yes

Question No. 4

Did Sales Order 1348 expire on October 31, 2006?

Answer "Yes" or "No."

ANSWER: No

Question No. 5

Did CIC Frontier, Inc. breach Sales Order 1348 by notifying J. Lee Milligan, Inc. that it would not deliver asphalt for the Armstrong County contract?

Answer "Yes" or "No."

ANSWER: Yes

Question No. 6

What is the amount of J. Lee Milligan, Inc.'s damages for the refusal to deliver further asphalt under Sales Order 1347?

Answer in dollars and cents, if any.

ANSWER: \$ 205,474.57

Question No. 7

What is the amount of J. Lee Milligan, Inc.'s damages for the refusal to deliver asphalt under Sales Order 1348?

Answer in dollars and cents, if any.

ANSWER: 129,937.50